

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
Including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Professor Jon H. Sylvester
Firm Name: Golden Gate University School of Law
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2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ **Judicial Arbitration** ☐ **Mediation** ☐ **Neutral Evaluation** ☒ **Private Arbitration**

3. EDUCATION:

<u>Dates (from/to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
1978 - 1981	Harvard University School of Law	J.D.
1973 - 1975	U.C. Berkeley (Graduate School of Journalism)	M.J.
1969 - 1973	Stanford University	B.A.

4. LEGAL EXPERIENCE: **State Bar No.** 101978 **Date Admitted:** 1981

A. Are you a member in good standing of the State Bar of California? ☒ **Yes** ☐ **No**

B. Are you a retired judicial officer? ☐ **Yes** ☒ **No**

C. Are you actively engaged in the practice of law at this time? ☐ **Yes** ☒ **No**

If not, are you retired from practice? No **Date retired:** n/a

If your license is presently inactive, please explain: n/a

D. Are you currently active in litigation practice? ☐ **Yes** ☒ **No**

E. Describe any legal publications or teaching you have done: I have been a full time law professor for more than 20 years, specializing in Contracts, Commercial Law, Remedies and International Business Transactions. Law schools at which I have taught include Golden Gate University, Hastings, the University of San Francisco, Loyola (Los Angeles), Texas Southern University, the University of Nairobi and the University of International Business and Economics in Beijing. Please see attached resume.

5. ADR TRAINING and EXPERIENCE

<u>Course Title</u>	<u>Sponsoring Organization</u>	<u>Hours of Credit</u>	<u>Dates</u>
Arbitration Training Institute	American Bar Association	24	5/19/04 – 5/22/04
Advanced Case Mgmnt Issues	American Arbitration Associaton	16	3/22/01 – 3/23/01
Panel Member and Panel Chair Training	National Association of Securities Dealers	8	2/27/01 – 2/27/01
Introductory Arbitration Training	American Arbitration Association	8	12/8/95 – 12/8/95

- A. Number of years experience as: mediator n/a; arbitrator 8+; neutral evaluator n/a.**
- B. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and services you provided:**
American Arbitration Association
National Association of Securities Dealers
State Bar of California
Office of the Independent Administrator for Kaiser Foundation Health Plan, Inc.
- C. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.**
1. Lease Interpretation (CAM Fees > \$15M), 2002-2004, AAA Arbitration Panel Member
2. Real Estate and Construction (several AAA cases), 2000-2004, sole Arbitrator
3. Employment Termination, Insurance Coverage, Partnership Dissolution, Equipment Leasing, (several AAA cases) 2000-2004, sole Arbitrator
4. Securities: Misrepresentation and Investment Suitability (several NASD cases), 2001-2004, sole Arbitrator or Panel Member
5. Medical Malpractice, 2004, sole Aribitrator
- D. Is your ADR style best described as ☐ facilitative or ☒ evaluative/directive?**
- E. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement.** *(Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year.)*
\$300 per hour for hearing time; \$250 per hour for other time including meetings, conference calls, document review, research and analysis; \$100 per hour, plus 35 cents per mile or reimbursement of actual costs, for travel outside of S.F. bay area (no charge for travel within S.F. bay area except reimbursement of actual parking costs); one hour charge for meetings and conference calls cancelled other than because of settlement; one day charge if hearing cancelled with less than 72 hours notice; arbitrator fees and expenses allocated between or among parties as part of Award.

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:**
Extensive international travel and living experience; taught in and/or directed legal education programs in China, Costa Rica, Indonesia, Kenya, Malta, Panama, Tanzania and Turkey.
- B. You are able to conduct ADR proceedings:** ☒ during regular office hours; ☒ evenings by appointment; ☒ weekends by prior arrangement.
- C. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:** Pre-hearing and hearing procedures tailored to magnitude and complexity of dispute.

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) you are prepared to offer in that area:

<u>Case type accepted</u>	<u>% of practice</u>	<u>Judicial arbitration</u>	<u>Mediation</u>	<u>Neutral evaluation</u>	<u>Private arbitration</u>
Business/Corp.	80	X			X
Construction	10				X
Contracts	80	X			X
Employment Termination	10				X
HO Association	10	X			X
Insurance coverage	10				X
Int. Bus. Trans.	10	X			X
Intellectual Property	10				X
Medical Malpractice	10				X
Partnership	10				X
Real Property	10				X
Securities	10				X

MEDIATION FEE AGREEMENT

Case Name: _____ Case #: _____

We, the undersigned PARTIES, have voluntarily agreed to submit our dispute as referenced above to Mediation and have agreed that _____ shall serve as Mediator.

1. RIGHTS AND OBLIGATIONS OF THE PARTIES

The PARTIES understand and agree that mediation is voluntary and that any party may end participation in the process at any time. The PARTIES understand that the Mediator is a licensed attorney. However, the Mediator will not provide the PARTIES with legal advice nor represent the interests of any party as an attorney. The services of the Mediator are strictly limited to the mediation process. The PARTIES understand that each has the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time.

2. DESCRIPTION OF THE MEDIATION PROCESS

Mediation is a voluntary, informal, confidential process in which the Mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues, and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of Mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of the Mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

The parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding unless the Parties have entered into a written agreement that specifies it is binding. The Parties and Mediator acknowledge that the provisions of California Evidence Code 1115 through 1128 apply to this mediation.

3. FEES FOR SERVICE

It is understood and acknowledged that the fees for the Mediator's services are subject to negotiation and agreement by the Mediator and the parties (with the exception of Parties found eligible for indigent or modest means service). The Mediator's hourly rate is \$_____, payable by the parties as follows: _____% by _____(party) and _____% by _____(party). Fees are immediately due and payable upon receipt of an itemized invoice. An initial refundable retainer in the amount of \$_____ per party is due seven days in advance of the Mediation. If the mediation hearing is cancelled less than 72 hours prior to the date set, _____% of the retainer shall be forfeited by each party. All checks shall be made payable to: _____.

4. ACKNOWLEDGEMENT

We hereby declare that we have read, understood and agreed to the foregoing terms for Mediation and have been provided with a copy of this agreement.

Party Signature, Dated: _____

Party Signature, Dated: _____

Attorney Signature, Dated: _____

Attorney Signature, Dated: _____